

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Campus Televideo, Inc.)	MB Docket No. 16-____
)	CSR-_____
Complaint Concerning Retransmission of)	
WSEE-TV and WICU-TV, Erie, PA)	
)	

To: Office of the Secretary
Attn: Media Bureau

COMPLAINT AND REQUEST FOR EXPEDITED ENFORCEMENT ACTION

SJL BROADCASTING

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SUMMARY

Lilly Broadcasting of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WSEE-TV, Erie, Pennsylvania and SJL of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WICU-TV Erie, Pennsylvania (jointly, “SJL Broadcasting”) files this Complaint and Request for Expedited Enforcement Action to address Campus Televideo, Inc.’s (“Campus Televideo”) repeated and willful violations of Section 325(b) of the Communications Act (47 U.S.C. § 325(b)) and Section 76.64(a) of the Commission’s rules (47 C.F.R. § 76.64(a)) that prohibit the retransmission of the signal of a television broadcast station without the consent of the station’s licensee.

Since at least the summer of 2014, Campus Televideo, which claims to be a satellite master antenna TV service provider, has been receiving the signals of television stations WSEE-TV and WICU-TV from DirecTV, a satellite television service provider, and redistributing those signals to Edinboro University, located in Erie, Pennsylvania. Edinboro University subdistributes the stations’ signals to end user students residing on its campus. SJL Broadcasting has not authorized Campus Televideo to retransmit its signals nor to grant subdistribution rights to Edinboro University.

Campus Televideo incorrectly asserts that it does not need SJL Broadcasting’s consent to retransmit WSEE-TV and WICU-TV’s signals because its conduct falls within an exemption to the retransmission consent requirement found in Section 76.64(e) of the Commission’s rules. That exemption provides, in part, that the retransmission consent requirements in 47 C.F.R. § 76.64 are not applicable to broadcast signals received by master antenna television (“MATV”) facilities or by direct over-the-air reception. Campus Televideo does not receive WSEE-TV and WICU-TV’s signals by direct over-the-air reception or with MATV facilities; it receives the signals from DirecTV through a satellite receiver.

SJL Broadcasting has attempted to resolve this issue through various communications with Campus Televideo, but Campus Televideo has not responded to SJL Broadcasting's efforts and continues to retransmit WSEE-TV and WICU-TV without the authorization required by law. SJL Broadcasting asks the Commission to promptly initiate an investigation regarding Campus Televideo's unauthorized retransmission of WSEE-TV and WICU-TV's signals and issue an order finding that Campus Televideo's conduct is unlawful, requiring Campus Televideo to immediately cease such conduct, and imposing appropriate monetary forfeitures and sanctions for Campus Televideo's willful and repeated violations.

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To: Office of the Secretary
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COMPLAINT AND REQUEST FOR EXPEDITED ENFORCEMENT ACTION

Lilly Broadcasting of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WSEE-TV, Erie, Pennsylvania and SJL of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WICU-TV, Erie, Pennsylvania (jointly, “SJL Broadcasting”) by their attorneys and pursuant to Section 76.7 of the Commission’s rules, hereby file this Complaint and Request for Expedited Enforcement Action against Campus Televideo, Inc. (“Campus Televideo”) and state as follows:

As detailed in this Complaint, Campus Televideo is retransmitting the signals of WSEE-TV and WICU-TV without the consent of SJL Broadcasting. By this Complaint, SJL Broadcasting requests that the Commission promptly address Campus Televideo’s repeated and willful violations of Section 325(b) of the Communications Act of 1934, as amended, (the “Act”) (47 U.S.C. § 325(b)) and Section 76.64(a) of the Commission’s rules (47 C.F.R. § 76.64(a)) which prohibit retransmission of the signal of a television broadcast station without the consent of the station’s licensee. SJL Broadcasting requests that the Commission promptly investigate the allegations set forth in this Complaint and take all enforcement actions deemed necessary to

ensure Campus Televideo's compliance with the Act and Commission rules, including without limitation, the imposition of appropriate monetary forfeitures and other sanctions as appropriate for Campus Televideo's willful and repeated violations. SJL Broadcasting also requests that the Commission issue an order finding Campus Televideo's conduct to be a violation of applicable federal laws and Commission rules and directing Campus Televideo to cease and desist from retransmitting SJL Broadcasting's television stations without authorization.

FACTUAL BACKGROUND

SJL Broadcasting is the owner and operator of commercial broadcast television stations WSEE-TV and WICU-TV, both of which are licensed to Erie, Pennsylvania. WSEE-TV and WICU-TV operate in the Erie Designated Market Area ("DMA"). Campus Televideo represents itself as a Satellite Master Antenna TV ("SMATV") service provider that provides television programming services to over 250 colleges and universities.¹ Campus Televideo receives and redistributes programming from DirecTV's satellite television service.² Campus Televideo's customers (*i.e.*, colleges and universities) then redistribute DirecTV's satellite television service to end user students residing on their campuses.³

Edinboro University, located in Edinboro, Pennsylvania, and part of the Erie DMA, is one of Campus Televideo's customers. WSEE-TV and WICU-TV are among the broadcast

¹ See <http://campustelevideo.com/customercenter/> ("CTV provides SMATV (Satellite Master Antenna TV) services to over 250 colleges and universities ("Customers").") (Exhibit 1).

² Email from Hongfeng Dai (DirecTV) to John Christianson (SJL Broadcasting) re Campus Televideo, March 14, 2016) (Campus Televideo is "one of DIRECTV's nationwide dealers") (Exhibit 2).

³ See Exhibit 1 (noting that Campus Televideo's Customers offer television programming to "end user students").

television stations that are provided by Campus Televideo to Edinboro University.⁴ As detailed in this Complaint, Campus Televideo has been unlawfully retransmitting WSEE-TV and WICU-TV and granting Edinboro University subdistribution rights without SJL Broadcasting's consent. SJL Broadcasting has attempted on several occasions to resolve this issue through various communications with Campus Televideo. SJL Broadcasting has also offered to negotiate a retransmission consent agreement with Campus Televideo. However, Campus Televideo has not responded to SJL Broadcasting's efforts to resolve this issue and continues to retransmit WSEE-TV and WICU-TV, knowing that SJL Broadcasting has not authorized it to do so.

SJL Broadcasting and Campus Televideo have a decade long history of retransmission disputes related to the distribution of WSEE-TV and WICU-TV. In 2006, SJL Broadcasting became aware that Campus Televideo had been retransmitting SJL Broadcasting's stations to Edinboro University without consent. In February 2006, SJL Broadcasting offered to enter into retransmission consent agreements with Campus Televideo regarding WSEE-TV and WICU-TV.⁵ In response, Campus Televideo asserted that it was a DirecTV dealer and a SMATV that provided DirecTV's services to Edinboro University for a charge and that it provided off-air channels "only out of a necessity and as a courtesy to the school," but that it "d[id] not charge for the retransmission of off-air channels."⁶ Campus Televideo claimed that pursuant to an

⁴ See July 25, 2016 TV Listings for Edinboro University, at <http://tvlistings.aol.com/listings/pa/edinboro-university/edinboro-university-of-pa/PA63530> (Exhibit 3).

⁵ See Email from John Christianson (SJL Broadcasting) to Brian Benz (Campus Televideo) re WSEE/WICU, February 22, 2006 (Exhibit 4). Exhibit 4 includes email correspondence between Mr. Christianson and Mr. Benz during February and March 2006.

⁶ See *id.* (Email from Brian Benz to John Christianson, February 22, 2006).

exemption in Section 76.64(e) of the Commission's rules (47 C.F.R. § 76.64(e)), it was allowed to retransmit the signals of SJL Broadcasting's stations without consent.⁷

As explained below, one of the necessary conditions for the Section 76.64(e) exemption to be applicable is that retransmitted signals must be "available without charge."⁸ In March 2006, SJL Broadcasting alerted Campus Televideo that Edinboro University was offering a video programming package to subscribers that included "All Major Network Channels" (including, *e.g.*, WSEE-TV and WICU-TV) for a charge of \$133.35 per semester.⁹ Also in March 2006, SJL Broadcasting again offered to enter retransmission consent agreements with Campus Televideo.¹⁰ Campus Televideo subsequently acknowledged that "[i]f Edinboro is charging students for access to WSEE-TV and WICU-TV, then it seems fair to pay the retransmission fee."¹¹ However, soon thereafter the Edinboro University Satellite TV Package description that included a charge for receipt of major network channels was removed from the Edinboro University's website.¹²

During the period from 2006 through 2014, although SJL Broadcasting suspected that Campus Televideo was not receiving WSEE-TV and WICU-TV off the air and that Campus Televideo was redistributing WSEE-TV and WICU-TV for a fee, it did not have any direct knowledge of Campus Televideo's conduct. As described below, in 2014, SJL Broadcasting

⁷ *Id.*

⁸ Another condition that must be met for the retransmission consent exemption in Section 76.76(e) to be applicable is that the broadcast signals must be received by master antenna television ("MATV") facilities or by direct over-the-air reception in conjunction with the provision of service. *See* 47 C.F.R. § 76.64(e).

⁹ *See* Exhibit 4 (Email from John Christianson to Brian Benz re WSEE/WICU, March 24, 2006); *see also* Edinboro University Satellite TV Package description, April 4, 2006 (Exhibit 5).

¹⁰ *See* Letters from John Christianson to Brian Benz, March 23, 2006 (Exhibit 6).

¹¹ *See* Exhibit 4 (Email from Brian Benz to John Christianson re WSEE/WICU, March 27, 2006).

¹² *See* Declaration of John Christianson, ¶ 7 (Exhibit 7).

learned that Campus Televideo was solely redistributing WSEE-TV and WICU-TV's signals received from DirecTV on a satellite receiver.

On November 19, 2014, Mike Kobylka, a broadcasting engineer employed by SJL of Pennsylvania, Inc. (the parent company of SJL of Pennsylvania License Subsidiary, LLC, licensee of WICU-TV) visited Campus Televideo's location at Edinboro University. While at that location, Mr. Kobylka met with Mark Lilly who is employed with Edinboro University as the Student Network Manager. Mr. Lilly advised Mr. Kobylka that during the summer of 2014, Campus Televideo had installed new equipment at Edinboro University that would allow WSEE-TV and WICU-TV's signals to be received as part of the programming Campus Televideo receives from DirecTV.¹³

On May 23, 2016, Mr. Kobylka visited Campus Televideo's location at Edinboro University and met with Mr. Lilly.¹⁴ During this visit at Edinboro University, Mr. Kobylka observed that Campus Televideo used satellite receivers to receive WSEE-TV and WICU-TV's signals from DirecTV and he photographed the satellite receivers.¹⁵ Mr. Kobylka did not see any off-air antennas or receivers in Campus Televideo's location at Edinboro University. Mr. Lilly confirmed to Mr. Kobylka that WSEE-TV and WICU-TV were only being received from DirecTV through satellite receivers.¹⁶

Campus Televideo is aware that it is required by the Act and the Commission's rules to obtain retransmission consent to distribute WSEE-TV and WICU-TV. Indeed, Campus

¹³ See Declaration of Mike Kobylka, ¶ 5 (Exhibit 8).

¹⁴ See *id.*, ¶ 6.

¹⁵ See *id.*; see also Photograph of Campus Televideo's satellite receivers, taken by M. Kobylka on May 23, 2016 (Exhibit 9).

¹⁶ See Exhibit 8, ¶ 6.

Televideo's website includes the following statement regarding must-carry elections of local television broadcast stations and retransmission consent:

Campus Televideo (CTV) Statement on Must Carry Elections and Retransmission Consent

CTV provides SMATV (Satellite Master Antenna TV) services to over 250 colleges and universities ("Customers").

Must Carry Elections

On campus SMATV facilities operated by CTV and its Customers are not typically "cable systems" under Federal Communications laws, and consequently are exempt from "Must Carry" elections by local broadcast affiliates. CTV and its Customers will consider carriage requests on a case by case basis.

Retransmission Consent

Virtually all of Campus Televideo Customers offer cable TV programming on a bulk basis to all end user students at no charge (ie.[sic] as a convenience of occupancy) and consequently qualify for exemption from retransmission consent requirements under FCC regulations.

The exemption can be found at 47 CFR Part 76.64(e) which provides: "The retransmission consent requirements of this section are not applicable to broadcast signals received by master antenna television facilities or by direct over-the-air reception in conjunction with the provision of service by a multichannel video program distributor provided that the multichannel video program distributor makes reception of such signals available without charge and at the subscribers option and provided further that the antenna facility used for the reception of such signals is either owned by the subscriber or the building owner; or under the control and available for purchase by the subscriber or the building owner upon termination of service."

If you have any questions, please contact us via email.

Brian Benz
CEO
Campus Televideo¹⁷

Campus Televideo's assertion that it is exempt from the retransmission consent requirements under FCC regulations is legally incorrect. As explained below, Campus Televideo

¹⁷ <http://campustelevideo.com/customercenter/> (Exhibit 1).

is not receiving WSEE-TV and WICU-TV's signals by direct over-the-air reception nor is it receiving the signals with master antenna television ("MATV") facilities. Therefore, the exemption in 47 C.F.R. § 76.64(e) to the statutory and regulatory mandate that television broadcast signals be retransmitted solely with the consent of the stations' licensees is not applicable to Campus Televideo.

SJL Broadcasting has attempted to resolve this issue by contacting Campus Televideo and demanding that it terminate its unauthorized distribution of WSEE-TV and WICU-TV. By letter dated April 23, 2015, SJL Broadcasting notified Campus Televideo that it was "continuing to engage in the unauthorized reception and retransmission of the Station's broadcast signals" and demanded that Campus Televideo cease and desist from such conduct.¹⁸ SJL Broadcasting further stated its understanding that Campus Televideo is receiving the signals from DirecTV for redistribution to third parties without consent or authorization from SJL Broadcasting, explained that Campus Televideo does not qualify for the exemption in Section 76.64(e) of the Commission's rules, and offered to discuss terms and conditions of a retransmission consent agreement.¹⁹ Campus Televideo never responded to the April 23, 2015 letter nor did it acknowledge receipt of the letter.²⁰

Campus Televideo continued to unlawfully retransmit the signals of WSEE-TV and WICU-TV without SJL Broadcasting's authorization. On February 24, 2016, SJL Broadcasting sent Campus Televideo another cease and desist letter that was identical to the letter it previously

¹⁸ Letter from John Christianson (SJL Broadcasting) to Brian Benz (Campus Televideo), April 23, 2015 (Exhibit 10).

¹⁹ *See id.*

²⁰ *See* Exhibit 7, ¶¶ 9, 12.

sent on April 23, 2015.²¹ SJL Broadcasting also sent a copy of the letter to DirecTV.²² Campus Televideo never responded to this letter either.²³ However, in an email dated March 14, 2016, a DirecTV representative advised SJL Broadcasting that DirecTV had received a copy of the February 24, 2016 letter.²⁴ As of the date of this Complaint, Campus Televideo has not responded to SJL Broadcasting's cease and desist letters nor made any attempts to contact SJL Broadcasting.²⁵

**CAMPUS TELEVIDEO IS VIOLATING THE COMMUNICATIONS ACT
AND COMMISSION REGULATIONS BY RETRANSMITTING THE SIGNALS
OF SJL BROADCASTING'S STATIONS WITHOUT AUTHORIZATION
AND GRANTING SUBDISTRIBUTION RIGHTS TO THIRD PARTIES**

Campus Televideo has been unlawfully retransmitting the signals of WSEE-TV and WICU-TV to Edinboro University and granting subdistribution rights to Edinboro University without SJL Broadcasting's authorization since at least the summer of 2014. The most recent channel listing for Edinboro University, dated July 25, 2016, lists both stations as part of the channel line-up.²⁶ Moreover, as of May 23, 2016, the satellite receivers at Campus Televideo's Edinboro University location include receivers for WSEE-TV and WICU-TV.²⁷

Section 325(b)(1)(A) of the Act provides that "[n]o cable system or other multichannel video programming distributor shall retransmit the signal of a broadcasting station, or any part

²¹ Letter from John Christianson (SJL Broadcasting) to Brian Benz (Campus Televideo), February 24, 2016 (Exhibit 11).

²² See Exhibit 2.

²³ See Exhibit 7, ¶ 10.

²⁴ See Exhibit 2.

²⁵ See Exhibit 7, ¶ 12.

²⁶ See Exhibit 3.

²⁷ See Exhibit 9; *see also* Exhibit 8, ¶ 6.

thereof, except -- with the express authority of the originating station.”²⁸ The Commission implemented the retransmission consent statutory requirement in Section 76.64 of its rules. Section 76.64(a) provides: “no multichannel video programming distributor shall retransmit the signal of any commercial broadcasting station without the express authority of the originating station, except as provided in paragraph (b) of this section.”²⁹

Campus Televideo asserts that it is a SMATV service provider.³⁰ SMATV service providers are multichannel video programming distributors (“MVPD”).³¹ As a MVPD, Campus Televideo is subject to all laws and regulations governing MVPDs, including the prohibition against retransmitting commercial television broadcast signals without licensee consent. Campus Televideo incorrectly asserts that it is not required to obtain retransmission consent because its conduct falls within an exemption to the retransmission consent requirements set forth in Section 76.64(e) of the Commission’s rules (47 C.F.R. § 76.64(e)). The exemption in Section 76.64(e) relied on by Campus Televideo is not applicable to Campus Televideo, and therefore, does not justify Campus Televideo’s continued unauthorized retransmission of the signals of WSEE-TV and WICU-TV to Edinboro University.

Section 76.64(e) states:

The retransmission consent requirements of this section are not applicable to broadcast signals received by master antenna television facilities or by direct over-the-air reception in conjunction with the provision of service by a multichannel video program distributor provided that the multichannel video

²⁸ 47 U.S.C. § 325(b)(1)(A). There are exceptions to the retransmission consent requirement, such as if a local station asserts a right to mandatory carriage under Section 338 or Section 534 of the Act (47 U.S.C. §§ 338, 534). None of the exceptions are applicable to Campus Televideo’s unauthorized retransmission of WSEE-TV and WICU-TV.

²⁹ 47 C.F.R. § 76.64(a). The exceptions in Section 76.64(b) mirror the exceptions in Section 325 of the Act and are similarly not applicable to Campus Televideo.

³⁰ See Exhibit 1 (“CTV provides SMATV (Satellite Master Antenna TV) services”).

³¹ See 47 C.F.R. § 76.64(d).

program distributor makes reception of such signals available without charge and at the subscriber's option and provided further that the antenna facility used for the reception of such signals is either owned by the subscriber or the building owner; or under the control and available for purchase by the subscriber or the building owner upon termination of service.

Campus Televideo claims that this exemption applies because “[v]irtually all of Campus Televideo Customers offer cable TV programming on a bulk basis to all end user students at no charge (ie. [sic] as a convenience of occupancy) and consequently qualify for exemption from retransmission consent requirements under FCC regulations.”³² As described below, this statement, rather than demonstrating that Campus Televideo's unauthorized retransmission of SJL Broadcasting's station signals is permitted by Commission rules, proves that that Campus Televideo is violating the statutory and regulatory retransmission consent requirements.

The retransmission consent exemption in Section 76.64(e) includes conditions, all of which must be met, and none of which are met, by Campus Televideo. First, the broadcast signals must be received by MATV facilities or by direct over-the-air reception in conjunction with the provision of service by a MVPD. The Commission has explained that “[t]he MATV exception applies only when an operator merely facilitates a subscriber's access to an over-the-air television signal received by a MATV antenna and where the signal made available without charge to subscribers is the same over-the-air signal received by the MATV antenna.”³³ Campus Televideo does not qualify for the exemption because it is not receiving WSEE-TV and WICU-

³² Exhibit 1.

³³ *TV Max, Inc. and Broadband Ventures Six, LLC d/b/a Wavevision, Thomas M. Balun, Eric Meltzer, and Richard Gomez, et al.*, Notice of Apparent Liability for Forfeiture and Order, 28 FCC Rcd 9470, 9479 ¶ 16 (2013); see also *Definition of a Cable System*, Report and Order, 5 FCC Rcd 7638, 7639, ¶ 12 (1990) (“a master antenna television (MATV) system uses a single antenna to capture a radio signal off the air and deliver it to tenants in a multiple unit building using coaxial cables that run throughout the building.”).

TV via direct over-the-air reception.³⁴ Campus Televideo's failure to capture over-the-air broadcast signals using MATV facilities or by direct over-the-air reception in conjunction with its provision of a MVPD service (which in Campus Televideo's case is a SMATV service), standing alone, precludes it from relying on Section 76.64(e) to justify its unlawful retransmission of SJL Broadcasting's stations.

Second, even if Campus Televideo could meet the first condition (which it cannot for the reasons stated in the previous paragraph), to fall within the retransmission consent exemption in Section 76.64(e) the MVPD must make reception of such signals available without charge and at the subscriber's option. Campus Televideo represents that "[v]irtually all of Campus Televideo Customers offer cable TV programming on a bulk basis to all end user students at no charge...".³⁵ Whether or not Campus Televideo's Customers are charging end user students for service has no bearing on whether Campus Televideo's unauthorized retransmissions are within the scope of the exemption. Campus Televideo is not distributing WSEE-TV and WICU-TV to its college and university customers, such as Edinboro University, at no charge. As such, Campus Televideo is being compensated by its customers (*i.e.*, the colleges and universities that purchase its service) for delivery of the television signals. Accordingly, it may not rely on Section 76.64(e) to justify its unlawful acts.³⁶

Based on the foregoing, Campus Televideo has been retransmitting the signals of WSEE-TV and WICU-TV to Edinboro University and granting Edinboro University subdistribution rights to those signals without SJL Broadcasting's authorization since at least the summer of

³⁴ See Exhibit 8, ¶ 6.

³⁵ Exhibit 1 (emphasis added).

³⁶ Section 76.64(e) also requires that the antenna facility used for the reception of signals be owned by the subscriber or the building owner or available for purchase by the subscriber or the building owner after service terminates. Given that Campus Televideo does not meet the first two conditions of Section 76.64(e), this condition is not relevant.

2014. Campus Televideo's conduct violates Section 325 of the Act and Section 76.64 of the Commission's rules.³⁷ Moreover, Campus Televideo has continued to unlawfully retransmit WSEE-TV and WICU-TV's signals despite being explicitly notified by SJL Broadcasting that it is not authorized to do so. Given Campus Televideo's willful and repeated violation of the Act and the Commission's rules, Section 503(b)(1) of the Act empowers the Commission to impose a monetary forfeiture.³⁸ The base forfeiture for unlawful retransmission of a broadcast penalty is \$7,500 per occurrence, per day.³⁹

The Commission has issued significant forfeitures for similar conduct. For example, in 2014, the Commission issued a Forfeiture Order in the amount of \$2,250,000 against a cable operator that delivered the signals of six television broadcast stations throughout multiple-dwelling unit ("MDU") buildings without the express consent of the licensees.⁴⁰ In *TV Max, Inc.*, a cable operator continued to rebroadcast television station signals after a retransmission consent agreement covering those stations had expired, but had not been renewed. The cable operator subsequently claimed that it was relying on its installation and use of MATV systems on MDU buildings to meet the Section 76.64(e) exemption to retransmission consent requirements. However, the cable operator did not have MATV systems in operation at all times when it was rebroadcasting the television signals at issue, and therefore, could not rely on the MATV exemption. For the reasons set forth above, Campus Televideo, similarly, may not rely

³⁷ See, e.g., *In the Matter of Bailey Cable TV, Inc.*, Forfeiture Order, 27 FCC Rcd 7470 (Media Bureau: 2012).

³⁸ 47 U.S.C. § 503(b)(1); see also *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Signal Carriage Issues*, Report and Order, 8 FCC Rcd 2965, 3005, ¶ 175 (1993) ("properly documented retransmission of a television signal without consent would be grounds for imposition of a forfeiture.")

³⁹ 47 C.F.R. § 1.80.

⁴⁰ See *TV Max, Inc. and Broadband Ventures Six, LLC d/b/a Wavevision, et al.*, Forfeiture Order, 29 FCC Rcd 8648 (2014).


on the exemption in Section 76.64(e). As such, Campus Televideo is retransmitting WSEE-TV and WICU-TV's signals without consent in violation of Section 325(b) of the Act and Section 76.64(a) of the Commission's rules.

REQUEST FOR RELIEF

For reasons set forth in this Complaint and Request for Expedited Enforcement Action against Campus Televideo, SJL Broadcasting respectfully requests that the Commission: (1) initiate an investigation regarding Campus Televideo's conduct and take such enforcement action as necessary and appropriate to ensure that Campus Televideo ceases its unlawful retransmission of the signals of SJL Broadcasting's television stations; (2) issue an order finding that Campus Televideo's unauthorized retransmission of WSEE-TV and WICU-TV's signals violates federal law and Commission rules; (3) issue an order requiring Campus Televideo to cease and desist from engaging in such unlawful conduct; and (4) order such further relief as the Commission deems necessary and appropriate.

Respectfully submitted,

SJL BROADCASTING



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EXHIBIT 1



CUSTOMER CENTER



CUSTOMERS

Check on your campus information and create trouble tickets by logging into your Campus Televideo account at the [Campus Televideo Customer Control Panel](#) (powered by NetSuite).



STUDENTS

We have provided a list of the most frequently asked questions below ([FAQ](#)). If you are experiencing further difficulties please contact your school's IT department for assistance.

ANNUAL CUSTOMER SEMINAR

At Campus Televideo we pride ourselves on working closely with our customers to understand and address their video needs, today and as options evolve.

Each year Campus Televideo invites customers to attend a free full-day seminar to learn about the latest trends, services, technologies, and real world applications. Seminars feature presentations by industry experts, technology vendors, University customers implementing advanced services, as well as great food and entertainment.

In the winter of 2015 Campus Televideo will host its 9th Annual Customer Technology Seminar.

FAQS

FAQs Menu

- [Digital TV Connection in Your Dorm Room](#)
- [How do I program my digital TV to receive all the University channels?](#)
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Digital TV Connection in Your Dorm Room

Make sure your TV is plugged into a working electrical outlet. Connect one end of the coaxial cable to the TV wall jack and the other end to the "CATV" or "VHF IN" on your television. Do not connect to the "UHF IN" on your television.

Your digital television must have a QAM tuner (Quadrature Amplitude Modulation) to work with the school's cable service. The QAM tuner allows your TV to receive high definition cable

programming without a cable set top box. Unfortunately, some less expensive TVs come with a low quality QAM tuner that may not be able to pick up all the digital channels. You should verify the specifications when you purchase your TV.

A NTSC (National Television System Committee) tuner is not compatible. This TV will require a digital-to-analog converter box to view television signals. (See information below to purchase a converter).

An ATSC (Advanced Television Systems Committee) tuner can receive digital signals but is not compatible with the school's cable system.

Here is an informal compatibility reference for newer devices. We cannot guarantee the accuracy of this information. You should verify the specifications when you purchase your TV.

MAKE	MODELS NOT EQUIPPED WITH QAM TUNER
Dynex	DX-32L151A11
Element	Do not appear to have QAM tuners
Emerson	LC320EM2F LC401EM2F EWL20S5B
Insignia	Do not appear to have QAM tuners
LG	Models made prior to 2007
Magnavox	P2MF23ID/37
RCA	LED24G45RQ
Samsung	Models made prior to 2009
Seiki	SE24FT01 SE47FY19
Sharp	32" Aquos
Sony	Models made prior to 2007
Sylvania	Do not appear to have QAM tuners
Toshiba	Models made prior to 2007

Westinghouse	DWM32H1G1
	DWM32H1Y1
	DWM42F2G1
	DWM48F1A1
	EWM24F1Y1
	LTV-27W2
CONVERTER BOXES	iView 3500STB II
	Technicolor DCI 401
	ePVision PHD-208
<p>Students have recommended the above converter boxes. Campus Televideo can NOT guarantee that a converter box will work with your TV or that the box will deliver a clear signal on the same channel lineup. Campus Televideo suggests that you use a TV with a compatible Clear QAM tuner.</p>	

How do I program my digital TV to receive all the University channels?

It is important to perform a channel scan on your TV to ensure you are viewing all the available analog and digital channels. Exact details on how to auto program or auto tune digital TVs vary from manufacturer to manufacturer and from model to model. For best results, refer to the owner's manual. Most TVs will take between 20-45 minutes to complete this function.

Using the TV's remote control, follow these general steps:

Step 1: Press the "Power" button to turn on the TV

Step 2: Press the "Menu" Button

Step 3: Select "Set-Up"

Step 4: Select "Antenna" then "Cable"

Step 5: Select "Auto Program/Auto Tune/Channel scan" then "OK"

How to address common reception issues?

The following issues are typically a result of a system wide issue, in-room cabling issue, the television, or connected devices: no picture on one or all channels, no color, buzzing sounds, dark or rolling pictures, stations on wrong channels, vertical bars, snowy pictures, etc.

First, check to see if a student in another room is experiencing the same issue. If not, try to connect your television to another TV jack where good service has been established. If a student in another room is experiencing the same issue, or the problem is associated with your TV jack, please call helpdesk support as per the procedures for your campus.

Second, disconnect any other devices attached to your television, such as digital receivers, DVD player, Xboxes, etc., so that the coaxial cable is connected directly from the television to the TV jack. If this addresses the issue, then reconnect the devices to isolate the device creating the issue. If you have an external Blu-Ray player or game console, make sure the accessory console and the television are both set to the same channel (3 or 4).

Last, adjust the fine-tuning setting on your television. Check your television's user guide for more information.

Dark picture? Slowly adjust your TV's brightness and/or contrast control.

Rolling picture? Slowly adjust your TV's vertical hold.

Picture leans to side? Try adjusting the horizontal hold.

How do I make my analog TV work on the school's digital cable system?

If you have an older analog television and your school cable system is digital, your television cannot receive the signal without use of a digital-to-analog converter box.

Campus Televideo has tested and recommends Technicolor DCI 401 because it is a "100% compatible" model. All standard definition and high definition channels will pass through the converter box and display on an analog television. Your high definition (HD) channels will be scaled down and will not be in a true HD format but will be viewable.

There are less expensive set top box converters that are 99% compatible. The iView 3500STB II has been recommended by users. Less expensive set top boxes occasionally have closed caption or emergency alert notification problems.

[Download the DCI401 User Guide](#)

Why does my digital TV show channels with decimals or dashes?

On a digital cable television system, the "physical" channel numbers have decimals or dashes. However, some systems are designed to also provide "virtual" channel numbers (VCNs) that present the channel as a digit whole number. Unfortunately, different model digital TVs have different types of channel tuners and not all tuners can pick up the VCNs.

If you have a digital HDTV that will not recognize the whole number virtual channel after a channel scan, be sure to check the settings in the set-up menu – including setting the clock if your TV has one. If this does not work, your TV tuner is probably not capable of presenting the virtual channels and you have the following options:

1. Do nothing and use the physical channel numbers. You can tune to sub-channels just as you would tune to a normal channel.
2. Purchase a newer model HDTV with an NTSC Clear QAM tuner that you know can recognize whole number virtual channels.
3. Purchase a set-top box with an NTSC Clear QAM tuner that will recognize the VCNs.

The above mentioned set-top box model DCI401 for \$108 has been tested for 100% compatibility.

Why does my TV only get channels up to Channel 13?

Most televisions can receive channels from either an Off-Air Antenna or from Cable. The campus cable system requires your television be set to Cable (or CATV, CATV – IRC). If your television is set to Off-Air or Antenna, change this setting to Cable. This setting may be changed either by moving a switch or by following menu prompts for set-up. Refer to your owner's manual for details. You will need to reprogram/scan your TV once you make the change.

How do I connect my computer to the CATV system?

Television signals may be viewed on your computer by using a special PC TV card. Refer to the equipment manufacturer's manual for installation details. Be aware that performance and quality vary according to the equipment used.

How can I record shows on TV?

Use a recorder such as TiVo or Boxee.

How do I Program My TiVo?

The following are programming instructions for TiVo units Series 3, TiVo HD DVR and Premier.

Please note: Series 2 (single tuner) and TiVo Romio (all models) do not have clear QAM tuners and cannot be used with the school's cable network.

Depending on your school's channel lineup, you may experience problems with the channel guide lining up correctly on your TiVo device. This will affect your ability to program your TiVo to record future programming.

Guided Setup for All Channels

1. With TiVo unit powered "on" remove the Cable Card from the TiVo unit if available
2. Press the "TiVo" button on the remote and arrow down to the "Read New Messages and Settings" tab, highlight and press "select"
3. Arrow down to "Restart or Reset Setup" highlight and press "select"
4. Arrow down to "Repeat Guided Setup" highlight and press "select"
5. You will now receive a "Warning" and must press the thumbs down button "3 times", then the "ENTER" button (not the select button)
6. Now you will enter your five digit zip code, now press "select"
7. Arrow down to "cable only", highlight and press "select"
8. You will receive a message "Cable Card", arrow down to "continue" and press "select"
9. Now you will set up your internet connection, choose internet or telephone (depending on your format) then press "select"
10. Input your settings based upon your selection of the previous step
11. "You will now connect to TIVO" press "select"
12. After loading is complete, press "select"
13. "Cable Provider" arrow down to your school, and press "select"
14. "Premiums" arrow to "no" and press "select"
15. "Your channels are now setup" press "select"

16. "Network Connections" press select to "start"
17. When download is complete, press "select"
18. "Program Info Received" press "select"
19. You will now receive a "Congratulations" message, press the "TiVo" button to resume normal function

Tuning Missing Digital /HD Channels

1. Press the "TiVo" button on the remote
2. Arrow to "Read New Messages and Settings" press "select"
3. Arrow to "Settings" and press "select"
4. Arrow to "Channels Select" and press "select"
5. Arrow to "Channel Scan" and press "select"
6. "Channel Scanning" Arrow to "Scan for Channels" and press "select"
7. You will now receive a "warning" highlight "OK" and press "select". (This step will take approximately 15-20 Min to complete)
8. Once completed press "select"
9. Arrow to "Add New Channel to Channel List" press "select"
10. Arrow to "channel List" press "select"
11. Arrow down through the list pressing "select" on all grayed out channels turning them yellow with a check mark. Go to the bottom of the list ensuring you have checked all grayed out channels
12. Arrow to the right to "Done" and press "select"
13. Now press the LIVE TV button. You have finished the programming process

Campus Televideo (CTV) Statement on Must Carry Elections and Retransmission Consent

CTV provides SMATV (Satellite Master Antenna TV) services to over 250 colleges and universities ("Customers").

Must Carry Elections

On campus SMATV facilities operated by CTV and its Customers are not typically "cable systems" under Federal Communications laws, and consequently are exempt from "Must Carry" elections by local broadcast affiliates. CTV and its Customers will consider carriage requests on a case by case basis.

Retransmission Consent

Virtually all of Campus Televideo Customers offer cable TV programming on a bulk basis to all end user students at no charge (ie. as a convenience of occupancy) and consequently qualify for exemption from retransmission consent requirements under FCC regulations.

The exemption can be found at 47CFR Part 76.64(e) which provides: "The retransmission consent requirements of this section are not applicable to broadcast signals received by master antenna television facilities or by direct over-the-air reception in conjunction with the provision of service by a multichannel video program distributor provided that the multichannel video program distributor makes reception of such signals available without charge and at the subscribers option and provided further that the antenna facility used for the reception of such signals is either owned by the subscriber or the building owner; or under the control and available for purchase by the subscriber or the building owner upon termination of service."

If you have any questions, please contact us via email.

Brian Benz
CEO
Campus Televideo

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Cable Modem Help

1. Make sure your computer has a network interface card (NIC) installed or you are using a USB port Ethernet adapter.
2. With your computer powered off, connect the 25 foot CAT5 ethernet cable coming from the cable modem into the ethernet jack of your computer. If you don't have an ethernet jack, then you need to get a wireless modem or connect the modem to a wireless router.
3. Make sure the cable modem power lights are lit. The most important lights to be lit are the power and cable LED's. The cable light should be solid, not blinking.
4. Power on your computer and go to your internet browser (Explorer, Netscape, Safari, Firefox, etc). If this is the first time your computer is accessing the internet on campus you will first see a registration page. This page will prompt you to input your student ID and accept our

Terms of Service agreement. After completing the registration process you will be required to restart your computer. After restarting your computer open your browser again and type in a familiar web address to ensure your internet service is working.

5. If you have done all of these steps and you still cannot access your internet service, reboot the cable modem by removing the power plug from the power outlet for about 10 seconds. Then plug it back into the power outlet. Restart your computer.

6. If the reboot does not work, refer to your computer's troubleshooting instructions to make sure that your computer configurations are set up correctly for the internet service.

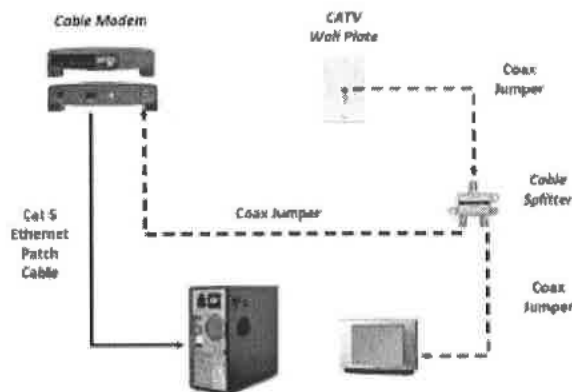


EXHIBIT 2

From: Dai, Hongfeng (Julia) [mailto:HDai@DIRECTV.com]

Sent: Monday, March 14, 2016 1:13 PM

To: John Christianson <John.Christianson@wsee.tv>

Subject: Campus Televideo

Hi John,

Recently, I received a copy of your letter to Campus Televideo, which I found out, is one of DIRECTV's nationwide dealers.

Although I am not familiar with the commercial accounts, I am happy to hear your concerns and bring them to the attention of the appropriate group(s) here.

Please let me know how I can help.

Best,
Julia

EXHIBIT 3



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AGE LIMIT

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July 25, 2016

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	055 POPSD

 055 CNR
 055 FS1
055 DEST
055 BLOOM
055 INSP
055 HLN
055 CNN
056 BBCA
056 ESPNU
056 ESPN2
056 WEATH
056 ESPNEWS
056 MSNBC
056 ESPN
056 CSPAN
056 CNBC
057 NFLNET
057 FS2
057 NBATV
057 RTNP
057 MLBN
057 CBSSN
 057 NHLNET
057 NBCSN
 057 BIGPENN
058 MTV2
058 TVLAND
058 GSN
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	058 AETV
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	059 UP
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	059 SPIKETV
	059 BET
	060 LIFE
	060 LMN
	060 CHILLER
	060 OWN
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	060 OVATION
	060 TRUTV
	061 TNCK
	061 AUD
	061 LOGO
	061 IONSAT
	061 FYISD
	061 APL
	061 HALL

061	GALA
061	FREEFRM
062	NIK
062	TCON
062	DISN
062	COMEDY
062	E
062	HGTV
062	FOOD
062	TRAV
062	BRAVO
063	TLC
063	NGWILD
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063	DLC
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EXHIBIT 4

John Christianson

From: Brian Benz [BBenz@campustelevideo.com]
Sent: Monday, March 27, 2006 6:16 PM
To: John.Christianson@35wsee.com
Cc: Katherine Smith
Subject: RE: WSEE/WICU

John

I have been on vacation the better part of two weeks. I just received the letters today.

We should separate out the two cable systems:

1. Edinboro: I was not aware that Edinboro was reselling our service. We sell a bulk service to all units at below \$10.00 per unit. However, there is no duplication of programming on this system. If Edinboro is charging is charging \$33 per subscription then I would bet that penetration rates are low, so 300 subscribers a month @ \$0.20 is \$60 a month. I doubt they make much money given that they pay me on the full outlet count. The students are in school 8 months of the year, so total cost would be about \$500 annually.

2. Allegheny: We sell a bulk service to Allegheny (also below \$10.00) and to the best of my knowledge they pass on the bulk cost to its students in the dorm rate (the same as our other customers except apparently Edinboro). We do bring in duplicate programming - CBS-WKBN and NBC-WMFJ off-air from Youngstown and CBS-KDKA from Pittsburgh. Allegheny has 800 students for about 8 months of the year, so it calculates to about \$1,280 for the year. I will discuss the Pittsburgh channel with Allegheny to see if the school deems it important enough to pay \$0.20 per sub per month. However, it is my understanding per Section 76.92 of Title 47 that we are allowed to carry the duplicate programming from Youngstown, OH since its within 55 miles of the school. Please let me know if this is a misunderstanding.

We believe the two systems are completely independent and should be treated as such. If Edinboro is charging students for access to WSEE and WICU, then it seems fair to pay the retransmission fee. However, the duplication of programming of Allegheny should not impact Edinboro. Just as it should be Allegheny's decision to decide to pay the retransmission fee because it wants to continue to offer the Pittsburgh channel.

I will hopefully get back to you tomorrow after I talk to both schools again.

Thanks

Brian

Sec. 76.92 Cable network non-duplication; extent of protection.

(e) Any community unit which operates in a community located in whole or in part within the secondary zone of a smaller market television broadcast station is not required to delete the duplicating network programming of any major market television broadcast station whose reference point (See Sec. 76.53) is also within 88.5 km (55 miles) of the community of the community unit.

9/8/2008

From: John Christianson [mailto:John.Christianson@35wsee.com]
Sent: Friday, March 24, 2006 1:44 PM
To: Brian Benz
Cc: Katherine Smith
Subject: RE: WSEE/WICU

Brian

I have left several messages for you with no response. I want to let you know that we are sending out certified letters today that state you will have until the 31st of March to come to a retransmission agreement with WSEE and WICU. The letter states that if we do not come to an agreement you will have to removed WSEE and WICU from your programming line-up. Further more all syndicated programming on WSEE and WICU will have to be blacked out on any other station carried on your line-up at all times. Also all other CBS, NBC programming would have to be blacked out as well.

You made the comment that you are providing our programming for free to all of your viewers, according to this link <http://departments.edinboro.edu/tac/StudentNet/resnet-cabletelevision.html> it states that all major networks are available with your cable package for a total cost of \$133.50 per semester per room, this comes to roughly \$33.50 per month per room. You have been retransmitting our signals without our consent for several years, our content is copyright protected, you have been breaking FCC rules and regulations.

I have contacted Edinboro University and Allegheny College and informed them of our lack of progress, they are aware of the March 31st deadline. I appreciate your cooperation and quick response.

Sincerely

John Christianson
WSEE/WICU television

From: Brian Benz [mailto:BBenz@campustelevideo.com]
Sent: Wednesday, February 22, 2006 12:43 PM
To: John.Christianson@35WSEE.com
Cc: Katherine Smith
Subject: RE: WSEE/WICU

John

I highlighted 76.64 (e) below which pertains to our situation (see below). I thought it might be helpful to also attach the relevant page to our original contract with Allegheny showing that we did not and do not charge for the retransmission of off-air channels. This applies to Edinboro as well as all our schools where we provide off-air channels. We are a Directv dealer and generate profit through the sale of Directv programming services and system maintenance services (considered a SMATV). We provide off-air channels only out of necessity and a courtesy to the school.

In addition, for both Allegheny and Edinboro, the equipment is either owned by the school or is available for purchase at the end of our contract. The headend equipment (including off-air antenna) is on school property and under the control of the school.

I misspoke on one point before: I checked our database, it surprised me that we actually provide 269 off air channels to almost 50 schools out of a total of 130 schools. We have had no request from any of the 269 broadcast affiliates for cash compensation for the analog signal (or for the digital signal either, but in some cases we received a letter stating that could change in 2009).

9/8/2008

As we also discussed, while the attached contract page with Allegheny was a few years back, you will note the programming charge is \$4.39. Our service to the university market is not in the ordinary course of a traditional cable system which charges \$35 to \$50 for basic service. We also generate a lot less margin. Also to note, we do pay our annual copyright fees which is the regulated form of compensation back to your stations.

Regarding the Allegheny "duplication" issue. I have not researched this issue, but I'm sure the school would agree to move the channels to the lower end of the tier.

I will contact both Edinboro and Allegheny regarding our discussion and will get back to you shortly.

Thanks

Brian

Brian Benz
President
Lamont Digital Systems, Inc.
dba Campus Televideo
35 Mason Street
Greenwich, CT 06830
Phone: 203-661-4771
Fax: 203-661-6143
www.campustelevideo.com

§ 76.64 Retransmission consent.

t top

(a) After 12:01 a.m. on October 6, 1993, no multichannel video programming distributor shall retransmit the signal of any commercial broadcasting station without the express authority of the originating station, except as provided in paragraph (b) of this section.

(b) A commercial broadcast signal may be retransmitted without express authority of the originating station if—

(1) The distributor is a cable system and the signal is that of a commercial television station (including a low-power television station) that is being carried pursuant to the Commission's must-carry rules set forth in §76.56;

(2) The multichannel video programming distributor obtains the signal of a superstation that is distributed by a satellite carrier and the originating station was a superstation on May 1, 1991, and the distribution is made only to areas outside the local market of the originating station; or

(3) The distributor is a satellite carrier and the signal is transmitted directly to a home satellite antenna, provided that:

(i) The broadcast station is not owned or operated by, or affiliated with, a broadcasting network and its signal was retransmitted by a satellite carrier on May 1, 1991, or

(ii) The broadcast station is owned or operated by, or affiliated with a broadcasting network, and the household receiving the signal is an unserved household.

(c) For purposes of this section, the following definitions apply:

(1) A satellite carrier is an entity that uses the facilities of a satellite or satellite service licensed by the Federal Communications Commission, to establish and operate a channel of communications for point-to-multipoint distribution of television station signals, and that owns or leases a capacity or service on a satellite in order to provide such point-to-multipoint distribution, except to the extent that such entity provides such distribution pursuant to tariff under the Communications Act of 1934, other than for private home viewing;

(2) A superstation is a television broadcast station other than a network station, licensed by the Federal Communications Commission that is secondarily transmitted by a satellite

carrier;

(3) An unserved household with respect to a television network is a household that

(i) Cannot receive, through the use of a conventional outdoor rooftop receiving antenna, an over-the-air signal of grade B intensity of a primary network station affiliated with that network, and

(ii) Has not, within 90 days before the date on which that household subscribes, either initially or on renewal, received secondary transmissions by a satellite carrier of a network station affiliated with that network, subscribed to a cable system that provides the signal of a primary network station affiliated with the network.

(4) A primary network station is a network station that broadcasts or rebroadcasts the basic programming service of a particular national network;

(5) The terms "network station," and "secondary transmission" have the meanings given them in 17 U.S.C. 111(f).

(d) A multichannel video program distributor is an entity such as, but not limited to, a cable operator, a BRS/EBS provider, a direct broadcast satellite service, a television receive-only satellite program distributor, or a satellite master antenna television system operator, that makes available for purchase, by subscribers or customers, multiple channels of video programming.

(e) The retransmission consent requirements of this section are not applicable to broadcast signals received by master antenna television facilities or by direct over-the-air reception in conjunction with the provision of service by a multichannel video program distributor provided that the multichannel video program distributor makes reception of such signals available without charge and at the subscribers option and provided further that the antenna facility used for the reception of such signals is either owned by the subscriber or the building owner; or under the control and available for purchase by the subscriber or the building owner upon termination of service.

(f) Commercial television stations are required to make elections between retransmission consent and must-carry status according to the following schedule:

(1) The initial election must be made by June 17, 1993.

(2) Subsequent elections must be made at three year intervals; the second election must be made by October 1, 1996 and will take effect on January 1, 1997; the third election must be made by October 1, 1999 and will take effect on January 1, 2000, etc.

(3) Television stations that fail to make an election by the specified deadline will be deemed to have elected must carry status for the relevant three-year period.

(4) New television stations and stations that return their analog spectrum allocation and broadcast in digital only shall make their initial election any time between 60 days prior to

commencing broadcast and 30 days after commencing broadcast or commencing broadcasting in digital only; such initial election shall take effect 90 days after it is made.

(5) Television broadcast stations that become eligible for must carry status with respect to a cable system or systems due to a change in the market definition may, within 30 days of the effective date of the new definition, elect must-carry status with respect to such system or systems. Such elections shall take effect 90 days after they are made.

(g) If one or more franchise areas served by a cable system overlaps with one or more franchise areas served by another cable system, television broadcast stations are required to make the same election for both cable systems.

(h) On or before each must-carry/retransmission consent election deadline, each television broadcast station shall place copies of all of its election statements in the station's public file, and shall send via certified mail to each cable system in the station's defined market a copy of the station's election statement with respect to that operator.

(i) Notwithstanding a television station's election of must-carry status, if a cable operator proposes to retransmit that station's signal without according the station must-carry rights (i.e., pursuant to §76.56(e)), the operator must obtain the station's express authority prior to retransmitting its signal.

(j) Retransmission consent agreements between a broadcast station and a multichannel video programming distributor shall be in writing and shall specify the extent of the consent being granted, whether for the entire signal or any portion of the signal. This rule applies for either the analog or the digital signal of a television station.

(k) A cable system commencing new operation is required to notify all local commercial and noncommercial broadcast stations of its intent to commence service. The cable operator must send such notification, by certified mail, at least 60 days prior to commencing cable service. Commercial broadcast stations must notify the cable system within 30 days of the receipt of such notice of their election for either must-carry or retransmission consent with respect to such new cable system. If the commercial broadcast station elects must-carry, it must also indicate its channel position in its election statement to the cable system. Such election shall remain valid for the remainder of any three-year election interval, as established in §76.64(f)(2). Noncommercial educational broadcast stations should notify the cable operator of their request for carriage and their channel position. The new cable system must notify each station if its signal quality does not meet the standards for carriage and if any copyright liability would be incurred for the carriage of such signal. Pursuant to §76.57(e), a commercial broadcast station which fails to respond to such a notice shall be deemed to be a must-carry station for the remainder of the current three-year election period.

(l) Exclusive retransmission consent agreements are prohibited. No television broadcast station shall make or negotiate any agreement with one multichannel video programming distributor for carriage to the exclusion of other multichannel video programming

distributors. This paragraph shall terminate at midnight on December 31, 2005.

(m) A multichannel video programming distributor providing an all-band FM radio broadcast service (a service that does not involve the individual processing of specific broadcast signals) shall obtain retransmission consents from all FM radio broadcast stations that are included on the service that have transmitters located within 92 kilometers (57 miles) of the receiving antenna for such service. Stations outside of this 92 kilometer (57 miles) radius shall be presumed not to be carried in an all-band reception mode but may affirmatively assert retransmission consent rights by providing 30 days advance notice to the distributor.

Note 1 to §76.64: Section 76.1608 provides notification requirements for a cable system that changes its technical configuration in such a way as to integrate two formerly separate cable systems.

[58 FR 17363, Apr. 2, 1993, as amended at 59 FR 62345, Dec. 5, 1994; 65 FR 15575, Mar. 23, 2000; 65 FR 53615, Sept. 5, 2000; 66 FR 16553, Mar. 26, 2001; 67 FR 17015, Apr. 9, 2002; 69 FR 72045, Dec. 10, 2004]

From: John Christianson [mailto:John.Christianson@35wsee.com]
Sent: Wednesday, February 22, 2006 2:29 PM
To: Brian Benz
Subject: WSEE/WICU

Brian and Kat,

Thank you for taking the time to speak with me today.

I have enclosed copies of the retransmission agreements for WSEE, WICU and WBEP. If you have any questions please don't hesitate to call 814-455-7575 ext 356 or email me at john@35wsee.com

John Christianson
WSEE / WICU

9/8/2008

d. **Programming.** CTV hereby grants to Allegheny a non-exclusive license to exhibit:

DSS Satellite

CNN
HEADLINE NEWS
TNT
CARTOON NETWORK
USA
WEATHER

BLOOMBERG INFORMATION TV

ESPN
ESPN2
CSPAN
CSPAN2

MTV
NICKELODEON
VH-1
COMEDY CENTRAL
LIFETIME

BET
GAME SHOW NETWORK

SCOLA

FOX SPORTS CLEVELAND
FOX SPORTS PITTSBURGH

\$4.39

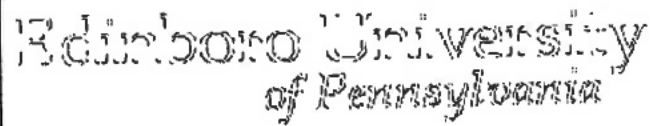
Broadcast

Reception of
five (5) off-air
broadcast signals
WICU-12 NBC .00
WFXP-66 FOX .00
WJET-24 ABC .00
WSEE-35 CBS .00
WQLN-54 PBS .00

e. **Extent of License.** The programming license applies to the existing campus residential buildings and other identified outlets agreed to by and between the parties. The parties agree that the license applies to 800 turned on outlets. Allegheny will have approximately 1,050 outlets in total.

In the event that the Distributor is unable to provide such programs, it shall use its best efforts to provide other programs of equal quality and content. All subsequent changes must be mutually acceptable to the CTV and Allegheny. If service is interrupted for forty-eight (48) consecutive hours or more, CTV will provide a prorated refund of programming fees to Allegheny.

EXHIBIT 5



CABLE TELEVISION

Cable Television in the residence halls is a subscription service.
There is one Cable Television connection per student room.

The Satellite TV Package includes:

- Over 50 Channels of CATV Programming
- All Major Network Channels
- HBO I, II & III
- Emphasis Placed on Educational Channels
- Two Spanish Language Channels & B.E.T.
- Fox Sports Pittsburgh
- MTV & MTV2

The cost is \$133.95 per semester. There is no installation fee.

[Click here for information on how to subscribe](#)

EXHIBIT 6



1220 Peach Street
Erie, Pennsylvania 16501 * (814) 455-7575

A CBS Affiliate

March 23, 2006

Lamont Digital Systems, Inc.
dba Campus Televideo
35 Mason Street
Greenwich, CT 06830

Re: Non-Duplication of Syndicated programming

Dear Mr. Benz:

It is our understanding that you have declined WSEE-TV's retransmission proposal to be your CBS affiliate. This is written to give notice, in accordance with Copyright License as provided for in section 76.151 of the FCC rules, that Duplication of our syndicated programming will be prohibited effective March 31, 2006.

It was our goal to come to an amicable resolution for retransmission of WSEE's analog signal on Edinboro University's ResNet TV. We have had a tremendous following with respect to your subscribers for many years; we would like to continue that relationship. We have provided local weather content, news content, syndicated programs and national programming for years. We feel that your actions show a tremendous disservice to your subscribers and our programming will be greatly missed in Edinboro.

Attached is a list of WSEE's syndicated programming, these programs will not be allowed to air on any other channel on your cable line-up at anytime day or night.

I would like to make you aware that we would still consider a retransmission agreement which would allow your subscribers to enjoy all of WSEE's programming. Feel free to contact me with any questions.

Sincerely



John Christianson

CC: Karen Murdzak



1220 Peach Street
Erie, Pennsylvania 16501 * (814) 455-7575

A CBS Affiliate

March 23, 2006

Lamont Digital Systems, Inc.
dba Campus Televideo
35 Mason Street
Greenwich, CT 06830

Re: Non-Duplication of Syndicated programming

Dear Mr. Benz:

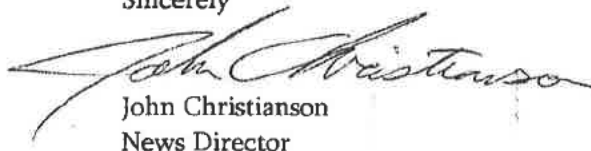
It is our understanding that you have declined WSEE-TV's retransmission proposal to be your CBS affiliate. This is written to give notice, in accordance with Copyright License as provided for in section 76.151 of the FCC rules, that Duplication of our syndicated programming will be prohibited effective March 31, 2006.

It was our goal to come to an amicable resolution for retransmission of WSEE's analog signal on Allegheny College's Gator TV. We have had a tremendous following with respect to your subscribers for many years; we would like to continue that relationship. Without our permission, you have rebroadcast our local weather content, news content, syndicated programs and national programming for years. We feel that your actions show a tremendous disservice to your subscribers and our programming will be greatly missed at Allegheny College.

Attached is a list of WSEE's syndicated programming, these programs will not be allowed to air on any other channel on your cable line-up at anytime day or night.

I would like to make you aware that we would still consider a retransmission agreement which would allow your subscribers to enjoy all of WSEE's programming. Feel free to contact me with any questions.

Sincerely



John Christianson
News Director

Cc Tim Hunter, Gator TV



2nd Qtr WSEE 2006 Daytime Line-up (updated 03/06)

	Network - Local - Syndicated - Paid - UPN					
	Changes Effective 3/1/06					
Time	Monday-Friday	Saturday	Sunday			
4:00AM	Up to the Minute	Ron Hazelton's House Calls	Wall St. Journal Report			
4:30AM	First Business	Fine Living	Marketwatch			
5:00AM	CBS Morning News	Marketwatch	US Farm Report			
5:30AM	CBS Morning News	Wall St. Journal Report				
6:00AM	Mornings Live	Paid	Paid			
6:30AM		Paid	Paid			
7:00AM	CBS The Early Show	CBS Kids	Paid			
7:30AM			Sacred Name			
8:00AM		CBS Saturday Morning	Copeland			
8:30AM			Paid			
9:00AM	Regis and Kelly	CBS Kids	CBS Sunday Morning			
9:30AM						
10:00AM	Tony Danza Show		Face the Nation			
10:30AM			Ron Hazelton's House Calls			
11:00AM	The Price Is Right		Fine Living			
11:30AM			Various Sports Programming			
12:00N	NewsWatch at Noon	Awesome Adventures				
12:30PM	Young and the Restless	Ebert & Roeper				
1:00PM		WWF Smackdown (as time permits) / Various Sports Programming				
1:30PM	Bold and the Beautiful					
2:00PM	As The World Turns					
2:30PM						
3:00PM	Gulding Light					
3:30PM	Family Feud					
4:00PM	Millionaire					
4:30PM	Dr. Phil					
5:00PM						
5:30PM	NewsWatch at 6PM	NewsWatch at 6PM	NewsWatch at 6PM			
6:00PM		CBS Evening News	CBS Evening News			
6:30PM	CBS Evening News	Weekend Wheel of Fortune	60 Minutes			
7:00PM	Wheel of Fortune	Weekend Jeopardy!				
7:30PM	Jeopardy!	CBS PRIME TIME				
8:00-11:00PM	NewsWatch Nightbeat	NewsWatch Weekend	Center Ice			
11:00PM	Late Show w Dave Letterman	Everybody Hates Chris	Veronica Mars			
11:30PM		Eve				
12:00M	Late Show w/ Craig Ferguson	Love Inc.	Extra			
12:30AM		Smallville				
1:00AM	Extra	Smallville	Ebert & Roeper			
1:30AM			Up To The Minute			
2:00AM	Smallville	America Top Model				
2:30AM				M-Th Up to the Minute 2-4:30		
3:00AM	Fri Showtime/Apollo 2-3 Today's					
3:30AM	Homeowner 3-3:30 Lighter Side/Sports 3:30-4					

I have Vibe 9/27/04-9/25/05 - Today's HO is 1 year increments - House is thru Oct. and Eye is thru



2nd Qtr WSEE 2006 Prime Line-up

Network - Local - Syndicated - Paid							
Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:00PM							60 Minutes
8:00PM	King of Queens	Navy NCIS	Out of Practice Courting Alex	Survivor Guatemala	Ghost Whisperer	Crimetime Saturday	Cold Case
8:30PM	How I Met Mother						
9:00PM	2-1/2 Men	The Unit	Criminal Minds	CSI	Close to Home	Crimetime Saturday	CBS Sunday Night Movie
9:30PM	New Adv Old Chris						
10:00PM	CSI Miami	Amazing Race	CSI NY	Without a Trace	Numb3rs	48 Hours Mystery	
10:30PM							

8PM and 9PM Crime Time Saturday will feature encore broadcasts of CBS's deep and successful roster of crime dramas including CSI, CSI Miami, Cold Case, Without a Trace, NCIS

Changes

3514 State Street
Erie, PA 16508
(814) 454-5201



March 23, 2006

Lamont Digital Systems, Inc.
dba Campus Televideo
35 Mason Street
Greenwich, CT 06830

Re: Non-Duplication of Syndicated programming

Dear Mr. Benz:

It is our understanding that you have declined WICU-TV's retransmission proposal to be your NBC affiliate. This is written to give notice, in accordance with Copyright License as provided for in section 76.151 of the FCC rules, that Duplication of our syndicated programming will be prohibited effective March 31, 2006.

It was our goal to come to an amicable resolution for retransmission of WICU's analog signal on Allegheny's College's GatorTV. We have had a tremendous following with respect to your subscribers for many years; we would like to continue that relationship. Without our permission, you have rebroadcast our local weather content, news content, syndicated programs and national programming for years. We feel that your actions show a tremendous disservice to your subscribers and our programming will be greatly missed at Allegheny College.

Attached is a list of WICU's syndicated programming, these programs will not be allowed to air on any other channel on your cable line-up at anytime day or night.

I would like to make you aware that we would still consider a retransmission agreement which would allow your subscribers to enjoy all of WICU's programming. Feel free to contact me with any questions.

Sincerely

Brian Lilly
General Manager

Cc Tim Huner, Gator TV

3514 State Street
Erie, PA 16508
(814) 454-5201



March 23, 2006

Lamont Digital Systems, Inc.
dba Campus Televideo
35 Mason Street
Greenwich, CT 06830

Re: Non-Duplication of Syndicated programming

Dear Mr. Benz:

It is our understanding that you have declined WICU-TV's retransmission proposal to be your NBC affiliate. This is written to give notice, in accordance with Copyright License as provided for in section 76.151 of the FCC rules, that Duplication of our syndicated programming will be prohibited effective March 31, 2006.

It was our goal to come to an amicable resolution for retransmission of WICU's analog signal on Edinboro University's ResNet TV. We have had a tremendous following with respect to your subscribers for many years; we would like to continue that relationship. We have provided local weather content, news content, syndicated programs and national programming for years. We feel that your actions show a tremendous disservice to your subscribers and our programming will be greatly missed in Edinboro.

Attached is a list of WICU's syndicated programming, these programs will not be allowed to air on any other channel on your cable line-up at anytime day or night.

I would like to make you aware that we would still consider a retransmission agreement which would allow your subscribers to enjoy all of WICU's programming. Feel free to contact me with any questions.

Sincerely

Brian Lilly
General Manager

CC: Karen Murdzak



PROGRAM SCHEDULE - 1Q 2006 - Erie, PA

Network Local Syndicated Paid							
	MON-FRI	SAT	SUN				
5:00 AM	12News Today	Odd Couple	SNL AN, Cont.				
5:30 AM		Paid	Paid				
6:00 AM	12News Today	Paid	Paid				
6:30 AM		P. Allen Smith	Paid				
7:00 AM	Today Show	Saturday Today Show	Paid				
7:30 AM			Paid				
8:00 AM			Fully Alive				
8:30 AM							
9:00 AM	Today Show, 3rd Hour	Paid	Sunday Today Show				
9:30 AM		Paid					
10:00 AM	Martha Stewart	Discovery Kids	Meet the Press				
10:30 AM			Paid/Showcase of Homes				
11:00 AM	Judge Mathis		Paid				
11:30 AM							
12:00 PM	People's Court	Sports/Specials	Sports/Specials				
12:30 PM							
1:00 PM	Days of our Lives			Sports/Specials			
1:30 PM							
2:00 PM	Passions				Sports/Specials		
2:30 PM							
3:00 PM	Ellen					Sports/Specials	
3:30 PM							
4:00 PM	Oprah						Sports/Specials
4:30 PM							
5:00 PM	12News @ 5	Sports/Specials					
5:30 PM	12News @ 5:30						
6:00 PM	12News @ 6		12News @ 6				
6:30 PM	NBC Nightly News		NBC Nightly News				
7:00 PM	Entertainment Tonight		Paid				
7:30 PM	Inside Edition		Paid				
8:00 PM	NBC Prime		NBC Prime	NBC Prime			
8:30 PM							
9:00 PM							
9:30 PM							
10:00 PM							
10:30 PM							
11:00 PM	12News @ 11	12News @ 11	12News @ 11				
11:30 PM	Tonight Show	Saturday Night Live	George Michael Sports Machine				
12:00 AM			Entertainment Tonight Weekend				
12:30 AM	Conan O'Brien	Stargate SG1	Inside Edition Weekend				
1:00 AM			Stargate SG1 ®				
1:30 AM	Last Call w Carson 'Daly	Offbeat Cinema	Dateline A.N.				
2:00 AM	Tonight Show A.N.		Meet the Press A.N.				
2:30 AM							
3:00 AM	Conan O'Brien A.N.						
3:30 AM							
4:00 AM	Odd Couple	Saturday Night Live A.N.					
4:30 AM	Early Today		Early Today				



Mid-Season 2006 Program Schedule

ALL TIMES EASTERN
(Issued: 2/27/06)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday					
6:00A	The Daily Buzz					Real Life 101	Hometeam	6:00A				
6:30A						Crash! Bang! Solati!		6:30A				
7:00A						Pillow Head 1	Various	7:00A				
7:30A						Pillow Head 2	Various	7:30A				
8:00A						Viewtiful Joe	Various	8:00A				
8:30A						The Batman	In Touch	8:30A				
9:00A	Recipe TV	Xiaolin Showdown	9:00A									
9:30A	Critter Glitters (FCC)					Loonatics Unleashed	Key of David	9:30A				
10:00A	Various					Pokemon	Various	10:00A				
10:30A	Various					Pokemon	Ultimate Choice (FCC)	10:30A				
11:00A	Texas Justice					Johnny Test	Farscape	11:00A				
11:30A	Texas Justice					Johnny Test		11:30A				
Noon	Cops					The WB Movie I	Twilight Zone	Noon				
12:30P	Cops						The WB Movie IV		12:30P			
1:00P	The Cosby Show								ER Theatre		1:00P	
1:30P	The Cosby Show											
2:00P	The Nanny							2:00P				
2:30P	Mad About You									2:30P		
3:00P	E.R.											3:00P
3:30P	"											3:30P
4:00P	8 Simple Rules...							The WB Movie II	Charmed			4:00P
4:30P	8 Simple Rules...											4:30P
5:00P	The Bernie Mac Show											5:00P
5:30P	The Bernie Mac Show											5:30P
6:00P	Yes, Dear									Girls Behaving Badly	What I Like About You	6:00P
6:30P	Yes, Dear					Girls Behaving Badly	Twins			6:30P		
7:00P	The King of Queens					The Bernie Mac Show	Reba: Beginnings	7:00P				
7:30P	The King of Queens					Yes, Dear	Reba: Beginnings	7:30P				
8:00P	7th Heaven	Gilmore Girls	One Tree Hill	Smallville	Survival of the Richest (3/31)	The King of Queens	Charmed	8:00P				
8:30P					The King of Queens	8:30P						
9:00P	Everwood (3/27)	Pepper Dennis (4/4)	The Bedford Diaries (3/29)	Supernatural (3/16)	Reba	Cheaters	Pepper Dennis (4/9)	9:00P				
9:30P					Modern Men (3/17)			9:30P				
10:00P	Will & Grace (Local News Window)					Various	Will & Grace	10:00P				
10:30P	Will & Grace					Various	Will & Grace	10:30P				
11:00P	Sex and the City					Various	Sex and the City	11:00P				
11:30P	Sex and the City					Various	Sex and the City	11:30P				
Midnight	Cheaters					The WB Movie III	ER Theatre (Local Cover)	Midnight				
12:30A	Cheaters									12:30A		
1:00A	The Nanny											1:00A
1:30A	Mad About You											
2:00A	<div><input type="checkbox"/> Primetime</div> <div><input checked="" type="checkbox"/> News</div> <div><input type="checkbox"/> Early Fringe</div> <div><input type="checkbox"/> Access</div> <div><input checked="" type="checkbox"/> Late Fringe</div>					Various		2:00A				
2:30A								2:30A				
3:00A								3:00A				
3:30A								3:30A				
4:00A								4:00A				
4:30A								4:30A				
5:00A								5:00A				
5:30A								5:30A				
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday					

EXHIBIT 7

DECLARATION

In accordance with 47 C.F.R. § 1.16, John Christianson states as follows:

1. I am employed by Lilly Broadcasting, LLC as Executive Vice President. My business address is 3514 State Street, Erie, PA 16508. My telephone number is (814) 454-5201. I have personal knowledge of the facts set forth below.
2. I am providing this Declaration in support of the foregoing Enforcement Complaint against Campus Televideo, Inc. ("Campus Televideo").
3. Lilly Broadcasting of Pennsylvania License Subsidiary, LLC, is the licensee of television station WSEE-TV, Erie, Pennsylvania and SJL of Pennsylvania License Subsidiary, LLC is the licensee of television station WICU-TV Erie, Pennsylvania (jointly, "SJL Broadcasting"). Lilly Broadcasting of Pennsylvania License Subsidiary, LLC and SJL of Pennsylvania License Subsidiary, LLC are indirect subsidiaries of Lilly Broadcasting, LLC.
4. In my capacity as Executive Vice President of Lilly Broadcasting, LLC, I am responsible for and supervise the management and operation of WSEE-TV and WICU-TV.
5. WSEE-TV and WICU-TV operate in the Erie Designated Market Area ("DMA").
6. In 2006, I became aware that Campus Televideo had been retransmitting WSEE-TV and WICU-TV to Edinboro University without consent. In February and March 2006, on behalf of SJL Broadcasting, I exchanged emails and correspondence with Campus Televideo regarding Campus Televideo's retransmission of SJL Broadcasting's stations. True and correct copies of those emails and letters are attached to the Enforcement Complaint as Exhibits 4 and 6.
7. On or about April 4, 2006, I became aware that Edinboro University's website included a description of a Satellite TV Package. A true and correct copy of the page including the description of the Satellite TV Package is attached to the Enforcement Complaint as Exhibit 5. Shortly after April 4, 2006, the page was removed from the Edinboro University's website.
8. I am aware that since at least the summer of 2014, Campus Televideo has been retransmitting the signals of WSEE-TV and WICU-TV that it receives from DirecTV to Edinboro University and that it is permitting Edinboro University to subdistribute those signals. SJL Broadcasting has not authorized Campus Televideo to retransmit signals of WSEE-TV and WICU-TV to Edinboro University nor to grant subdistribution rights to those signals to Edinboro University.
9. On behalf of SJL Broadcasting, I have attempted to resolve this issue by contacting Campus Televideo and demanding that it terminate its unauthorized distribution of WSEE-TV and WICU-TV. By letter dated April 23, 2015, I notified Campus Televideo that it was "continuing to engage in the unauthorized reception and retransmission of the Station's broadcast signals" and demanded that Campus Televideo cease and desist from such conduct. A true and correct copy of that letter is attached to the Enforcement Complaint as Exhibit 10.

Campus Televideo did not respond to my April 23, 2015 letter nor did it acknowledge receipt of the letter.

10. On February 24, 2016, I sent Campus Televideo another cease and desist letter that was identical to the letter I previously sent on April 23, 2015. I also sent a copy of the letter to DirecTV. A true and correct copy of that letter and proof of receipt by Campus Televideo and DirecTV are attached to the Enforcement Complaint as Exhibit 11. Campus Televideo did not respond to this letter.

11. In an email dated March 14, 2016, a DirecTV representative advised me that DirecTV had received a copy of my February 24, 2016 letter. A true and correct copy of that email is attached to the Enforcement Complaint as Exhibit 2.

12. As of the date of this Declaration, Campus Televideo has not responded to my cease and desist letters nor made any attempts to contact SJL Broadcasting.

13. I have reviewed the foregoing Enforcement Complaint and to the best of my knowledge, information and belief formed after reasonable inquiry, have found that the Enforcement Complaint is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law and that it is not interposed for any improper purpose.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on August 1, 2016



John Christianson

EXHIBIT 8

DECLARATION

In accordance with 47 C.F.R. § 1.16, Mike Kobylka states as follows:

1. I am employed by SJL of Pennsylvania, Inc. as a broadcasting engineer. My business address is 3514 State Street, Erie, PA 16508. I have personal knowledge of the facts set forth below.

2. I am providing this Declaration in support of the foregoing Enforcement Complaint against Campus Televideo, Inc. ("Campus Televideo").

3. SJL of Pennsylvania License Subsidiary, LLC is the licensee of television station WICU-TV Erie, Pennsylvania. SJL of Pennsylvania, Inc. is the parent company of SJL of Pennsylvania License Subsidiary, LLC.

4. In my capacity as a broadcasting engineer, I am responsible for the technical operation of WICU-TV.

5. On November 19, 2014, I visited Campus Televideo's location at Edinboro University. While at that location, I met with Mark Lilly who is employed with Edinboro University as the Student Network Manager. Mr. Lilly advised me that during the summer of 2014, Campus Televideo had installed new equipment at Edinboro University that would allow WSEE-TV and WICU-TV's signals to be received as part of the programming Campus Televideo receives from DirecTV.

6. On May 23, 2016, I visited Campus Televideo's location at Edinboro University and met with Mr. Lilly. During this visit at Edinboro University, I observed that Campus Televideo used satellite receivers to receive WSEE-TV and WICU-TV's signals from DirecTV and I photographed the satellite receivers. A true and correct copy of that photograph is attached to the Enforcement Complaint as Exhibit 9. I did not see any off-air antennas or receivers in Campus Televideo's location at Edinboro University. Mr. Lilly confirmed to me that WSEE-TV and WICU-TV were only being received from DirecTV through satellite receivers.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on July 26, 2016

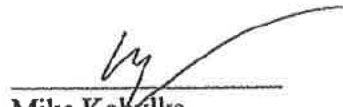

Mike Kobylka

EXHIBIT 9

RES

480i 480p 720p 1080i 1080p

1 2 3 4 5

4.1

NBC - WICU

DOLBY
DIGITAL

PUSH

RES

480i 480p 720p 1080i 1080p

1 2 3 4 5

4.2

ABC - WJET

DOLBY
DIGITAL

PUSH

RES

480i 480p 720p 1080i 1080p

1 2 3 4 5

4.3

CBS - WSEE

DOLBY
DIGITAL

PUSH

RES

480i 480p 720p 1080i 1080p

1 2 3 4 5

4.4

PBS - WQLN

DOLBY
DIGITAL

PUSH

RES

480i 480p 720p 1080i 1080p

1 2 3 4 5

4.5

FOX - WFXP

DOLBY
DIGITAL

PUSH

EXHIBIT 10



April 23, 2015

VIA FEDERAL EXPRESS

Brian Benz
Campus Televideo, Inc.
100 First Stamford Place
Stamford, CT 06902

Re: Demand to Cease Unauthorized Distribution

Dear Mr. Benz:

I am sending this letter on behalf SJL Broadcasting (including its parent and affiliated companies) (collectively "SJL"), owner and/or operator of the broadcast television stations WSEE-TV and WICU-TV (collectively, the "Stations"). It has come to the attention of SJL that Campus Televideo, Inc. ("Campus Televideo") is continuing to engage in the unauthorized reception and retransmission of the Station's broadcast signals (the "Signals"). We understand that Campus Televideo is, without consent or other authorization, receiving the Stations' Signals from DirecTV for redistribution to various third parties, including education facilities (for example, we have learned that Edinboro University's ResNet TV is distributing these unauthorized Signals).

Based on correspondence with a Campus Televideo representative, it has come to our attention that Campus Televideo is not only engaged in unauthorized distribution of the Signals but has been granting licenses to third parties with respect to distribution of our Stations' Signals without consent or any other authorization from SJL. Campus Televideo has no legal right, whether statutory or otherwise, to grant such licenses or to otherwise authorize the reception and retransmission of our Stations' Signals and such actions by Campus Televideo are in direct violation of SJL's rights. SJL and Campus Televideo have not entered into any retransmission consent agreements for Campus Televideo to retransmit the Stations' Signals, and SJL has not otherwise granted consent for either DirecTV to deliver the Stations' Signals to Campus Televideo's systems or for Campus Televideo to receive such Signals. In addition, we believe that Campus Televideo is impermissibly utilizing other intellectual property associated with the Stations, such as station logos and other trademark material. We hereby reiterate the position of SJL that any unauthorized distribution or retransmission of the Stations, their Signals or programming content, or use or dissemination of any other intellectual property of SJL, the Stations or any affiliated entity, is a violation of the rights of SJL and the Stations.

It is our understanding that Campus Televideo has taken the erroneous position in a statement on its website that Campus Televideo is not required to obtain consent to retransmit broadcast signals, citing the FCC regulations (47 CFR Part 76.64(e)) regarding exemptions for master antenna television facilities providing signals without charge. This position is inappropriate because the facilities distributing the Campus Televideo packages of television services do not qualify as master antenna television facilities under the FCC rules. Since Campus Televideo is not receiving the Stations' Signals by master antenna television facilities or by direct over-the-air reception (in fact, as stated above, Campus Televideo is receiving the Stations' Signals from DirecTV), Campus Televideo's systems do not qualify for the

exemption found at 47 CFR Part 76.64(e). Further, it is our understanding that Campus Televideo is charging a fee for the Signals, which also eliminates the applicability of this exemption.

Accordingly, SJL hereby demands that Campus Televideo immediately cease and desist from any further carriage of the Signals. Without limiting the foregoing, in the event that Campus Televideo does not cease and desist from such use immediately, SJL will be forced to consider appropriate legal action against Campus Televideo. For the avoidance of doubt, this letter is not a complete statement of the rights of SJL in connection with the subject matter hereof, and/or any potential claims that SJL may have against Campus Televideo, and this letter is written without prejudice to, and with full reservation of, any and all rights and remedies of SJL under applicable law and in equity. These remedies include, but are not limited to, the right to seek statutory damages of up to \$150,000 for copyright infringement pursuant to the Copyright Act of 1976, as amended, and the right to seek the imposition of monetary penalties up to \$250,000 by the FCC for unauthorized retransmission of the Stations' Signals in accordance with the Communications Act of 1934, as amended, and the FCC's rules. By this letter, SJL expressly reserves these rights and remedies.

Following Campus Televideo's compliance with the above and only after Campus Televideo has ceased such unauthorized retransmission of the Signals, if Campus Televideo wishes to enter into retransmission consent agreements with SJL for carriage of the Stations' Signals, SJL would be open to discussing the terms and conditions of such an agreement. If Campus Televideo is interested in pursuing such discussions, please call me at 814-454-5201 extension 884.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'John Christianson', with a long horizontal flourish extending to the right.

John Christianson
Executive Vice President
SJL Broadcasting
3514 State Street
Erie, PA 16508

cc: Barbara Meili, Esq.

EXHIBIT 11



February 24, 2016

VIA FEDERAL EXPRESS

Brian Benz
Campus Televideo, Inc.
100 First Stamford Place
Stamford, CT 06902

Re: Demand to Cease Unauthorized Distribution

Dear Mr. Benz:

I am sending this letter on behalf SJL Broadcasting (including its parent and affiliated companies) (collectively "SJL"), owner and/or operator of the broadcast television stations WSEE-TV and WICU-TV (collectively, the "Stations"). It has come to the attention of SJL that Campus Televideo, Inc. ("Campus Televideo") is continuing to engage in the unauthorized reception and retransmission of the Station's broadcast signals (the "Signals"). We understand that Campus Televideo is, without consent or other authorization, receiving the Stations' Signals from DirecTV for redistribution to various third parties, including education facilities (for example, we have learned that Edinboro University's ResNet TV is distributing these unauthorized Signals).

Based on correspondence with a Campus Televideo representative, it has come to our attention that Campus Televideo is not only engaged in unauthorized distribution of the Signals but has been granting licenses to third parties with respect to distribution of our Stations' Signals without consent or any other authorization from SJL. Campus Televideo has no legal right, whether statutory or otherwise, to grant such licenses or to otherwise authorize the reception and retransmission of our Stations' Signals and such actions by Campus Televideo are in direct violation of SJL's rights. SJL and Campus Televideo have not entered into any retransmission consent agreements for Campus Televideo to retransmit the Stations' Signals, and SJL has not otherwise granted consent for either DirecTV to deliver the Stations' Signals to Campus Televideo's systems or for Campus Televideo to receive such Signals. In addition, we believe that Campus Televideo is impermissibly utilizing other intellectual property associated with the Stations, such as station logos and other trademark material. We hereby reiterate the position of SJL that any unauthorized distribution or retransmission of the Stations, their Signals or programming content, or use or dissemination of any other intellectual property of SJL, the Stations or any affiliated entity, is a violation of the rights of SJL and the Stations.

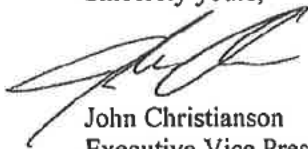
It is our understanding that Campus Televideo has taken the erroneous position in a statement on its website that Campus Televideo is not required to obtain consent to retransmit broadcast signals, citing the FCC regulations (47 CFR Part 76.64(e)) regarding exemptions for master antenna television facilities providing signals without charge. This position is inappropriate because the facilities distributing the Campus Televideo packages of television services do not qualify as master antenna television facilities under the FCC rules. Since Campus Televideo is not receiving the Stations' Signals by master antenna television facilities or by direct over-the-air reception (in fact, as stated above, Campus Televideo is receiving the Stations' Signals from DirecTV), Campus Televideo's systems do not qualify for the

exemption found at 47 CFR Part 76.64(e). Further, it is our understanding that Campus Televideo is charging a fee for the Signals, which also eliminates the applicability of this exemption.

Accordingly, SJL hereby demands that Campus Televideo immediately cease and desist from any further carriage of the Signals. Without limiting the foregoing, in the event that Campus Televideo does not cease and desist from such use immediately, SJL will be forced to consider appropriate legal action against Campus Televideo. For the avoidance of doubt, this letter is not a complete statement of the rights of SJL in connection with the subject matter hereof, and/or any potential claims that SJL may have against Campus Televideo, and this letter is written without prejudice to, and with full reservation of, any and all rights and remedies of SJL under applicable law and in equity. These remedies include, but are not limited to, the right to seek statutory damages of up to \$150,000 for copyright infringement pursuant to the Copyright Act of 1976, as amended, and the right to seek the imposition of monetary penalties up to \$250,000 by the FCC for unauthorized retransmission of the Stations' Signals in accordance with the Communications Act of 1934, as amended, and the FCC's rules. By this letter, SJL expressly reserves these rights and remedies.

Following Campus Televideo's compliance with the above and only after Campus Televideo has ceased such unauthorized retransmission of the Signals, if Campus Televideo wishes to enter into retransmission consent agreements with SJL for carriage of the Stations' Signals, SJL would be open to discussing the terms and conditions of such an agreement. If Campus Televideo is interested in pursuing such discussions, please call me at 814-454-5201 extension 884.

Sincerely yours,



John Christianson
Executive Vice President
SJL Broadcasting
3514 State Street
Erie, PA 16508

cc: Barbara Meili, Esq.

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Ship date:

Fri 2/26/2016

Actual delivery:

Mon 2/29/2016 10:16 am

Brian Benz

HON US

Delivered

Signed for by: B.KING

CT US

Travel History

Date/Time	Activity	Location
- 2/29/2016 - Monday		
10:18 am	Delivered	CT
8:29 am	On FedEx vehicle for delivery	STAMFORD, CT
6:22 am	At local FedEx facility	STAMFORD, CT
- 2/27/2016 - Saturday		
5:49 pm	At local FedEx facility	STAMFORD, CT
8:37 am	At local FedEx facility	STAMFORD, CT
	Package not due for delivery	
8:37 am	At local FedEx facility	STAMFORD, CT
8:49 am	At destination sort facility	JAMAICA, NY
3:47 am	Departed FedEx location	MEMPHIS, TN
- 2/26/2016 - Friday		
11:05 pm	Arrived at FedEx location	MEMPHIS, TN
7:22 pm	Left FedEx origin facility	ERIE, PA
3:31 pm	Picked up	ERIE, PA

Shipment Facts

Tracking number	808836767601	Service	FedEx Priority Overnight
Signature services	Direct signature required	Delivered To	Receptionist/Front Desk
Terms	Shipper	Packaging	FedEx Envelope
Special handling section	Deliver Weekday, Direct Signature Required		

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808836767597

Ship date:

Mon 2/29/2016

Actual delivery:

Tue 3/01/2016 9:27 am

HON US

Delivered

CA US

Signed for by: R. GONZALEZ

Travel History

Date/Time	Activity	Location
■ 3/01/2016 - Tuesday		
9:27 am	Delivered	CA
7:55 am	On FedEx vehicle for delivery	HAWTHORNE, CA
7:35 am	At local FedEx facility	HAWTHORNE, CA
5:23 am	At destination sort facility	LOS ANGELES, CA
4:05 am	Departed FedEx location	INDIANAPOLIS, IN
■ 2/29/2016 - Monday		
11:55 pm	Arrived at FedEx location	INDIANAPOLIS, IN
7:44 pm	Left FedEx origin facility	ERIE, PA
3:40 pm	Picked up	ERIE, PA

Shipment Facts

Tracking number	808836767597	Service	FedEx Standard Overnight
Delivered To	Shipping/Receiving	Terms	Shipper
Packaging	FedEx Envelope	Special handling section	Deliver Weekday



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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Complaint and Request for Expedited Enforcement Action, filed by Lilly Broadcasting of Pennsylvania License Subsidiary, LLC and SJL of Pennsylvania License Subsidiary, LLC on August 2, 2016, was sent by electronic mail and overnight delivery on August 2, 2016, to the following:

Mr. Brian Benz
Chief Executive Officer
Campus Televideo, Inc.
100 First Stamford Place
Stamford, CT 06902
BBenz@campustelevideo.com

Mr. Fred Walker
President
Edinboro University
219 Meadville Street
Edinboro, PA 16444
hfwalker@edinboro.edu

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Raymond Lee